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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

ROGER BELK

Plaintiff(s)

vs.

ALLSTATE INSURANCE COMPANY

Defendant(s)

Submitted By: WILLIAM K. SWOPE, ESQUIRE

Address: 1525 SAM RITTENBERG BLVD., STE. 208
CHARLESTON, SC 29407

CIVIL ACTION COVERSHEET

2016-CP - 10- 2597

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2016 MAY 18 PM 2:00

FILED

SC Bar #: 15168

Telephone #: 843-852-4925

Fax #: 843-576-4654

Other:

E-mail: swopelawfirm@comcast.net

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| Contracts <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) _____ | Torts - Professional Malpractice <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case # 20 ____ -NI- ____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) _____ | Torts - Personal Injury <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input checked="" type="checkbox"/> Other (399) <u>Bad Faith</u> | Real Property <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) _____ |
| Inmate Petitions <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) _____ | Administrative Law/Relief <input type="checkbox"/> Reinstatement Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture—Consent Order (850) <input type="checkbox"/> Other (899) _____ | Judgments/Settlements <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) _____ | Appeals <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) _____ |
| Special/Complex /Other <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) _____ <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) | <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Pre-Suit Discovery (670) | | |

Submitting Party Signature: William K. Swope

Date: 5/18/16

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ROGER BELK,)
)
Plaintiff,)
)
VERSUS)
)
ALLSTATE INSURANCE COMPANY,)
)
Defendant.)
)

TO: THE ABOVE-NAMED DEFENDANT

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
C/A NO.: 2016-CP-10- 2597

SUMMONS

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2016 MAY 18 PM 2:07

FILED

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your pleading to said Complaint upon the subscriber at his office at 1525 Sam Rittenberg Boulevard, Suite 208, Charleston, South Carolina, 29407, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded therein and judgment by default will be rendered against you for the relief demanded.

THE SWOPE LAW FIRM, P.A.



WILLIAM K. SWOPE, ESQUIRE
SC Bar#: 15168
1525 Sam Rittenberg Blvd., Suite 208
Charleston, South Carolina 29407
Ph.: (843) 852-4925
Fax: (843) 576-4654
Email: swopelawfirm@comcast.net
Attorney for Plaintiff

Charleston, South Carolina

May 17, 2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ROGER BELK,)
)
Plaintiff,)
)
VERSUS)
)
ALLSTATE INSURANCE COMPANY,)
)
Defendant.)

TO: THE ABOVE-NAMED DEFENDANT

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
C/A NO.: 2016-CP-10- 2597

COMPLAINT

FILED
2016 MAY 18 PM 2:07
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Comes now the above-named Plaintiff, Roger Belk, by and through undersigned counsel, complaining of the above-named Defendant as follows.

1. That the Plaintiff is a citizen and resident of Charleston County, South Carolina.
2. That upon information and belief the Defendant is a corporation duly organized and existing pursuant to the laws of the State of Illinois with its principle place of business with regard to this claim in Alabama.
3. That upon information and belief the corporate Defendant is not in active duty military service.
4. That upon information and belief the Defendant is authorized to conduct business in South Carolina, and this claim arises from such business.
5. That upon information and belief this Honorable Court has subject matter jurisdiction over this case or controversy and personal or long-arm jurisdiction over the parties hereto.

FOR A FIRST CAUSE OF ACTION - NEGLIGENCE

6. That each and every allegation set forth in paragraph 1 through the preceding paragraph is repeated, realleged and reiterated as if set forth herein fully verbatim.
7. That the parties entered into a contract whereby the Defendant provided casualty flood insurance to the Plaintiff for his dwelling at 41 Oatly Circle, Shadowmoss Plantation Subdivision, Charleston City, Charleston County, South Carolina. during the salient time period of October 2015.

8. That the Plaintiff's dwelling suffered severe and catastrophic flood damage from rising waters between October 2 and 4, 2015.
9. That the Plaintiff promptly notified the Defendant's claims department of the loss on or about October 4, 2015.
10. That an adjustor, Justin Hollingsworth, an agent of the Defendant did conduct a review of the damage to the dwelling on multiple occasions.
11. That during the very first review of the damage to the dwelling, the adjustor recommended using a particular disaster clean-up vendor and directed said vendor not merely to dry the wood floor and sub-floor, but to remove same, immediately.
12. That the flooring and sub-flooring were removed at the Defendant's agent's direction.
13. That a substantial bill in excess of Thirty Thousand and 00/100s (\$30,000.00) Dollars was incurred for "water mitigation and remediation services".
14. That when the Plaintiff inquired of the adjustor as to why so much destruction and such a large bill had been created, he was advised that the adjustor would "look out for him" later in the process.
15. That upon information and belief the adjustor undertook to direct the "mitigation and remediation services" for the Plaintiff's dwelling.
16. That upon engaging in that undertaking, he and his principal, had a duty to the Plaintiff to perform these tasks in "good faith" and as a reasonable man in like circumstances would.
17. That upon information and belief the Defendant, by and through its agent, breached this duty of care in directing unnecessary demolition of the dwelling.
18. That as a direct and proximate result of this negligent direction, the "mitigation and remediation" expense far exceeded its value and resulted in damage not just from the flood, but from the agent's/insurer's negligence.
19. That upon information and belief the Plaintiff has been directly and proximately damaged by Defendant's breach, and is therefore entitled to actual and compensatory damages in an appropriate amount to be determined by the trier of fact herein.

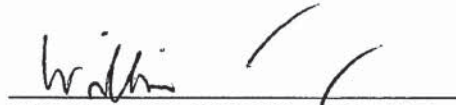
FOR A SECOND CAUSE OF ACTION - BAD FAITH (S.C. CODE §38-59-40)

20. That each and every allegation set forth in paragraph 1 through the preceding paragraph is repeated, realleged and reiterated as if set forth herein fully verbatim.
21. That the estimate of repair costs to restore the dwelling to its former condition, less depreciation and deductibles and after payment of the remediation bill, totaled Thirty-Two Thousand Seven Hundred Seventy-One and 44/100s (\$32,771.44) Dollars.
22. That said sum was/is grossly inadequate to repair the Plaintiff's dwelling to its pre-flood condition.
23. That the adjuster and remediation company of his choosing reduced their demand to Seventeen Thousand and 00/100s (\$17,000.00) Dollars, thereby allowing the difference to be ostensibly available for repairs to the Plaintiff's home.
24. That even after this "adjustment" the sum available was/is grossly inadequate to repair the Plaintiff's dwelling to its pre-flood condition.
25. Thus, the Defendant has refused "to pay benefits due under the contract" despite due demand for same.
26. That upon information and belief the failure of the Defendant to pay the claim results "from the insurer's bad faith or unreasonable action in breach of the implied covenant of good faith and fair dealing".
27. That upon information and belief the Plaintiff has therefore been directly, proximately and actually damaged in an appropriate amount to be determined by the trier of fact herein.
28. That upon information and belief the Plaintiff has suffered additional compensatory damages in the form of loss of use, rental payments and deprivation of his former lifestyle, all reasonably flowing from the Defendant's failure timely to pay his flood insurance claim.
29. That upon information and belief the Plaintiff is entitled to punitive damages in an appropriate amount to be determined by the trier of fact herein.
30. That the Plaintiff has required the services of legal counsel to protect and assert his rights under this first party contract of flood insurance, and is therefore entitled to reimbursement for attorneys' fees incurred in an appropriate amount to be determined by the Court herein.

WHEREFORE, having fully complained of the above-named Defendant, the Plaintiff, by and through undersigned counsel, does hereby respectfully demand this Honorable Court issue its Order: granting the Plaintiff actual, compensatory and/or punitive damages in an appropriate amount to be determined by the trier of fact herein, together with the costs and disbursements of this action, reasonable attorneys' fees incurred and for such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,

SWOPE LAW FIRM, P.A.

A handwritten signature in black ink, appearing to read "W. Swope", is written over a horizontal line.

WILLIAM K. SWOPE, ESQUIRE

SC Bar#: 15168

1525 Sam Rittenberg Blvd., Suite 208

Charleston, South Carolina 29407

Ph.: (843) 852-4925

Fax: (843) 576-4654

Email: swopelawfirm@comcast.net

Attorney for Plaintiff

Charleston, South Carolina

May 17, 2016



South Carolina Department of Insurance

Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

HENRY McMASTER
Governor

RAYMOND G. FARMER
Director

— Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105
Telephone: (803) 737-6160

May 18, 2017

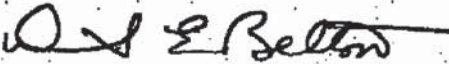
CERTIFIED MAIL
RETURN RECEIPT REQUESTED
ALLSTATE INS CO
c/o CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223-0000

Dear Sir:

On May 17, 2017, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C. Code Ann. § 15-9-270. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

You must promptly acknowledge in writing your receipt of this accepted process to sdubois@dol.sc.gov. When replying, please refer to File Number 162293, Roger Belk v. ALLSTATE INS CO, 2016-CP-10-2597.

By:


David E. Belton
Senior Associate General Counsel
(803)737-6132

Sincerely Yours,

Raymond G. Farmer
Director
State of South Carolina
Department of Insurance

Attachment

CC: William K. Swope
1525 Sam Rittenberg Boulevard, Suite 208
Charleston, SC 29407